



156 East First Street
New Richmond, WI 54017
Ph 715-246-4268 Fax 715-246-7129
www.newrichmondwi.gov

September 21, 2018

CALL OF MEETING TO THE MEMBERS OF THE COUNCIL OF THE CITY OF NEW RICHMOND

Notice is hereby given there will be a Special Session of the Council of the City of New Richmond on Monday, September 24, 2018 at 4:00 p.m. in the Council Chambers of the Civic Center, 156 East First Street, New Richmond, WI 54017.

AGENDA:

- 1. Call to Order**
- 2. Clerk's Roll Call**
- 3. Pledge of Allegiance**
- 4. Adoption of Agenda**
- 5. Application for Temporary Class B License from New Richmond Area Chamber of Commerce for October 4, 2018 at 228 Paperjack Drive**
- 6. Correctional Center Update**
- 7. VFW MOU**
- 8. Deer Discussion**
- 9. 2019 Budget Review**
- 10. Capital Improvement Plan 2018 - 2022**
- 11. Food Truck Fee for Roger Keopple**
- 12. Communications and Miscellaneous**
- 13. Closed Session per State Statute 19.85(1)(c)(e) –**
 - a. Potential Sale of City Property**
 - b. Redevelopment of 243 Paperjack Drive & Potential Investment of Public Funds**
 - c. Employee Compensation & Benefits**
- 14. Open Session – Action on Closed Session Agenda**
- 15. Adjournment**

Fred Horne, Mayor

**cc: The New Richmond News
Northwest Communications
City Website**



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MEMORANDUM

TO: New Richmond City Council
FROM: Craig Yehlik, Chief of Police
DATE: 09-24-2018
SUBJECT: St. Croix Correctional Center update

BACKGROUND

On 09/15/2018 Chief Yehlik met with staff at the Correctional center and learned some new inmate information and changes. Those changes were expressed to council in an email:
Good Afternoon Mayor and Council,

Last week I attended a discussion on active shooter events at the Wisconsin DOC, St. Croix Correctional Center and while there, had a discussion with Superintendent Jo Ann Skalski. Superintendent Skalski indicated that they are now housing General Population (GP) Inmates, some with violent backgrounds. Ms. Skalski did not elaborate much at that time but I asked for further information as my understanding was the CIP program was for non-violent offenders.

I quickly learned that Sheriff Knudson was also not aware of the change in inmate population status. A meeting was requested.

Today the Sheriff and I, along with Mark Lemke from Probation and Parole met with staff at the Correctional Center and learned that on August 1, Superintendent Skalski was notified that the state prison system is “busting at the seams” and that the state is filling any open beds with GP inmates. Ms. Skalski indicated that the GP Inmates began arriving less than 48 hours later on August 3rd. Through question and answer the following was learned:

- There are Currently 114 male inmates and 0 Female inmates at the facility
 - Max population is 120 males and 12 females
- Out of the 114,
 - 11 are GP inmates with various pasts to include homicide by intoxicated use of motor vehicle, armed robbery and other violent offenses
 - 7 more are being housed that are CIP eligible, but have not started the program
- The 11 GP Inmates have different rules than CIP inmates such as:
 - Canteen/food options
 - Unsupervised PT in the yard
 - Different clothing options, hair etc
 - Do not participate in group session, organized PT sessions etc
- All of the 11 GP inmates are eligible for minimum security and 2 are nearing CIP eligibility.
- In the first group of GP Inmates there were two inmates that Superintendent Skalski thought were too violent and were sent back to the State without issue.
- The GP Inmates are being housed in the new east wing, which has very good camera surveillance, full time supervision (this is a change in staffing since the change) and has lock down ability at night.
- GP Inmates do not leave the grounds for work release, religious services etc.
- Skalski knows this is a change to the population we are used to having but said in the first month there has been no issues.
- They are expecting that as more inmates become eligible for CIP that the CIP inmates will replace GP inmates.

The Sheriff and I inquired as to why we were not notified immediately in the change in population status as this type of offender could require a different response. Superintendent Skalski indicated that she wanted to check with the Warden before release of the information and scheduled it as soon as I requested it last week, when I learned of the change.

We did have a discussion on whether there is a standing MOU between the City and Corrections. They did not know of any MOU. I checked with Clerk Tanya Batchelor and she is looking into any potential MOU, conditional use permits etc to see if anything is spelled out. If

any of you that were on the Council at that time (Mayor or Jim Z) if you can perhaps help Tanya out with any dates or thoughts you have on that?

Also there has been a change in programming for CIP in general, they have changed from a six month program for CIP down to a 140 day minimum which shaves a month plus off the program. This change started in July so they have not been able to see if the end product has changed.

Superintendent Skalski indicated that if the City Council or County Board has any questions, either she or someone from the State could be available for any future questions that may come up. I believe it may be a good option to have Superintendent Skalski or a representative to come in to the September work session and give an update of the programming, any status changes etc. If the Council sees value in that please let me know and I will see if she or a representative is available on that date.

Two members of the CIP will be at the meeting to discuss changes and answer questions

Action Required

No action is required



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MEMORANDUM

TO: Mayor and City Council
FROM: Tanya Batchelor, City Clerk
DATE: September 19, 2018
SUBJECT: VFW MOU

Background

Attached is a copy of the VFW MOU. Our City Attorney will review this agreement.

Recommendation

No action is required at this time.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEW RICHMOND
AND VETERANS OF FOREIGN WARS MEMORIAL POST 10818**

October __, 2018

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the **CITY OF NEW RICHMOND (“City”)** and **VETERANS OF FOREIGN WARS MEMORIAL POST 10818 (“VFW”)** as it relates to the VFW’s desire to acquire land from the City to construct a facility serving the City’s youth, veterans and seniors at Freedom Park.

Background

The City owns and operates Freedom Park, a 105-acre parcel of land located on the north end of the City of New Richmond. Freedom Park was acquired by the City in 2005. It was named in 2012 to honor the soldiers and veterans who have served in the military. The City and the VFW desire to work cooperatively to facilitate the construction and operation of a facility (“Facility”) to serve the youth, veterans and seniors of the greater New Richmond Community and St. Croix County.

Purpose

The purpose of this Memorandum of Understanding is to memorialize certain non-binding understandings of the City and VFW related to the construction and operation of the Facility to be located within Freedom Park.

To the extent the City and VFW agree to move forward beyond this MOU, certain binding agreements will be drafted between the parties including, but not limited to, a Purchase Agreement, Warranty Deed, Development Agreement, a Warranty Deed transferring the Property back to the City of New Richmond and a Long Term Lease with the VFW.

Approvals

The approval of the non-binding understandings contained within this MOU will require the consent and agreement of the City’s Common Council, VFW’s post, along with its state and national offices, and the Wisconsin Department of Natural Resources.

Conveyance of Ownership of Property

In order to convey land to the VFW, the City must first subdivide a parcel from Freedom Park. The City will engage in the subdivision process and will complete and record a certified survey map (“CSM”) identifying the land to be transferred. Upon the recording of the CSM, on a date to be determined by the City and the VFW, the City will transfer and convey to the VFW land within Freedom Park consisting of approximately five (5) acres identified in **Exhibit A** (“Property”). The Warranty Deed for the Property shall state that ownership of the Property shall revert to the City of New Richmond upon the earlier of 1.) the issuance of a Certificate of Occupancy for the Facility

and acceptance by the City of New Richmond, or 2.) ten (10) years from the date of the original conveyance of the Property to the VFW by the City.

The VFW will provide an annual report to the City Council in December of each year following the conveyance of the Property. If, after five years, there is no appreciable progress on the project, the Property may be returned to the City with the mutual consent of the VFW.

Construction Funding Structure

The VFW has committed to undertaking a significant fundraising effort to facilitate the construction of the Facility and shall be solely responsible for facilitating this effort. The VFW has agreed to raise in excess of \$750,000.00 from the military and community through donations of cash and in-kind contributions funding survey and design work along with construction materials and labor. When completed, the Facility will have an as-built value exceeding \$1,000,000.00.

If fundraising by the VFW (inclusive of the support detailed above) fails to reach a level of \$1,150,000.00 within five years of the conveyance of the Property, upon the mutual consent of the City and the VFW, the Property may be returned to the City. Grant funding may be returned to any donors as appropriate while building materials and cash will remain under the exclusive ownership of the VFW.

Upon the delivery of evidence to the City that the VFW has raised and received the support in a value exceeding \$750,000.00, the City shall contribute \$200,000.00 in cash for the completion of the interior of the Facility.

Operational Funding Structure

The VFW has no intention of operating the Facility independently from the City. When the certificate of occupancy is issued by the City, the VFW will execute a Warranty Deed transferring the Property to the City. Upon the transfer of the Property back to the City, all expenses associated with the maintenance and operation of the Facility and grounds shall be the sole responsibility of the City.

Upon the conveyance of the Property back to the City, the City and VFW shall execute a Lease in the form of **Exhibit B**. The Lease shall provide for the long term occupancy of a portion of the Facility of the VFW which shall be known as the Veteran's Center. The occupancy and programming of the Veteran's Center shall be the responsibility of the VFW. The City will permit the VFW priority access to the common areas of the Facility including the commercial kitchen. The VFW will have access to the common area cost-free for twenty six (26) days during each calendar year, six (6) of which being weekend days, with the VFW adding additional days of access to the commercial kitchen and common areas upon the consent of the City. Remodeling expenses for the Veteran's Center shall be the sole responsibility of the VFW with prior approval of the City's Building and Zoning Departments.

Site Plan Review and Approval

A Site Plan for the Property must be approved by the City prior to the execution of the deed transferring ownership of the Property to the VFW. The development of the Site Plan for the Property shall be the sole responsibility of the VFW. The Site Plan shall meet all of the requirements of the City's Code of Ordinances and shall receive all approvals as required by the City.

Construction of New Structures

As required by the State of Wisconsin, all structures must comply with the Commercial Building Code. Accordingly, all structures to be constructed by the VFW on the Property must comply with the Commercial Code. Additionally, all structures must also be thirty five (35) feet in height or less. The VFW shall be responsible for the cost associated with the construction of all new structures to be located on the Property. Upon the conveyance of the Property to the City, the City shall become responsible for all costs associated with the ownership of the Property subject to the terms of the Lease which shall describe the duties and responsibilities of the VFW as a tenant of the Facility.

Legal Compliance

In constructing the facility, the VFW shall comply with all local, state and federal laws and regulations. The Property shall remain subject to the City's zoning jurisdiction and shall be used solely for purpose approved within the Site Plan and consistent with zoning for the Property.

Maintenance and Operation

During ownership of the Property, the VFW shall be solely responsible for all costs arising out of the ownership of the Property. Prior to the commencement of construction by the VFW, the Property shall be maintained as open space park land. During construction, the Property, the construction site, and all structures constructed on the Property, shall be kept in good repair and safety practices shall be implemented to protect all visitors from injury. From time to time, as reasonably requested by the City, the City shall be authorized to inspect the Property and the structures located on the Property.

Upon the conveyance of the Property back to the City, the City shall become responsible for all maintenance and operational costs affecting the Property, subject only to the terms of the Lease which shall describe the duties and responsibilities of the VFW as a tenant of the Facility.

Insurance

During ownership of the Property, the VFW shall keep the Property and all structures constructed on the Property fully insured and shall review its coverages annually with the City. The VFW shall further maintain coverage for loss associated with personal injury arising from the use of the Property. The City shall be named as an Additional Insured on coverages insuring against loss.

Upon the conveyance of the Property to the City, the City shall become responsible for insuring the Property against loss, subject only to the terms of the Lease which shall describe the duties and responsibilities of the VFW as a tenant of the Facility.

Duration

This MOU shall remain in force and effect until all approvals are received from the City and VFW, a Development Agreement is executed and the Property is conveyed to the VFW. Upon the recording of the Warranty Deed from the City to the VFW and the Development Agreement, the Development Agreement shall become the governing document for this project. This MOU shall terminate upon the recording of the Warranty Deed and Development Agreement and the Development Agreement shall supersede any agreement or understanding described in this MOU.

The City and the VFW agree that the Lease will contain a term of twenty five (25) years and will be renewable for two subsequent twenty five (25) year renewal terms during which, provided the VFW is not in default of the Lease, the VFW shall be entitled to remain in the Facility for the entire duration.

This MOU may be modified by the mutual written consent of the City and the VFW. It shall become effective upon signature by the authorized officials from the City and VFW, and will remain in effect as described herein or until modified or terminated by any one of the partners upon thirty (30) days advanced written notice to all other parties.

Contact Information

All communications regarding the contents of this MOU shall be directed to the following:

CITY OF NEW RICHMOND
Mike Darrow, City Administrator
156 East First Street
New Richmond, Wisconsin 54017
mdarrow@newrichmondwi.gov

VETERANS OF FOREIGN WARS MEMORIAL POST 10818
Ken House and Dave Green, Building Committee Co-Chairs
310 West Northshore Drive
P.O. Box 233
New Richmond, Wisconsin 54017
kenlhouse@frontier.com

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

THIS MEMORANDUM OF UNDERSTANDING is hereby executed on this ___ day of October, 2018.

CITY OF NEW RICHMOND

**VETERANS OF FOREIGN WARS
MEMORIAL POST 10818**

By: Fred Horne
Its: Mayor

By: Ken House
Its: Quartermaster

ATTEST:

By: Tanya Batchelor
Its: City Clerk

Approved as to Form:

Approved as to Form:

Nicholas J. Vivian, City Attorney

James Remington, Attorney

Drafted by:

Nicholas J. Vivian
Eckberg Lammers, P.C.
430 Second Street
Hudson, WI 54016

EXHIBIT A
PROPERTY DESCRIPTION AND SURVEY

See attached.

**EXHIBIT B
VFW LEASE**

See attached.



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MEMORANDUM

TO: Mayor and City Council

FROM: Tanya Batchelor, City Clerk

DATE: September 19, 2018

SUBJECT: Deer Discussion

Background

Residents in the East/West River Drive area recently petitioned the City to reduce the deer population in New Richmond. Craig Yehlik, Police Chief, talked to the DNR about solutions. The City Council discussed this issue at the September 10, 2018 meeting and talked about having a community discussion regarding the deer population in New Richmond to see if more people are in favor of leaving the deer or reducing the population.

Recommendation

City Council will decide whether to have a community meeting regarding the deer population.



TO: Mayor Fred Horne and City Council

FROM: Mike Darrow, City Administrator
Rae Ann Ailts, Finance Director

DATE: September 24, 2018

RE: 2019 Review of Draft Budget

During the August work session, staff presented an overview of the City's historical and current financial position, highlighting continued growth demonstrated by year-over-year increases in net new construction (\$20.6M / 10%) and equalized value (\$51M / 7%). Department heads also presented general themes and key needs related to the 2019 budget, including technology enhancements, leading the region as a destination for our residents, businesses and employees, and ensuring affordability in a volatile health insurance market.

Staff and Council are dedicated to ensuring a transparent and collaborative budget process as our community continues to grow and evolve. The vision statement for the 2019 budget reflects the City's approach:

The City of New Richmond strives to be a destination for our residents, businesses and employees. We seek to create an efficient, inclusive budget process driven by fiscal responsibility. We challenge ourselves to allow for greater innovation, collaboration and transparency through a fun, community driven process.

During Monday evening's work session, department heads and Council will take a deeper dive into the proposed budget with department heads highlighting operational needs for 2019. Staff will also provide an overview of the next steps of the budget process, including community engagement.



TO: Mayor Fred Horne and City Council

FROM: Rae Ann Ailts, Finance Director
Mike Darrow, City Administrator

DATE: September 24, 2018

RE: Capital Improvement Plan 2018-2022

Background

Over the course of the last several months, \$19.1M in capital improvement projects were identified and prioritized into three categories: critical, very important and important. Project priority is based upon the direct impact the project has on the safety and/or health of residents, staff and others. Additionally, an overview of 2019 and 2020 plan year projects, including potential sources of funding, was presented to Council.

Next Steps

During the last work session, the Council was asked to take the next thirty days to review the projects and prioritization. On Monday evening, staff will provide a brief overview of the projects and will ask for Council consideration to formalize project priorities. Formalization of projects does not guarantee funding of the project; instead, it indicates the level of support a specific project has in order to achieve the strategic goals and objectives of the City. Staff will also provide an overview of financing options and impact of those projects identified in the plan year.

Timeline

Below is the timeline for completion of the CIP project:

- September Work session – Formalization of project priority, discussion on preliminary financial plan and impacts
- October Work session – Formalization of financial plan
- November regular meeting - Adoption of Capital Improvement Plan 2018-2022



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MEMORANDUM

TO: Mayor and City Council
FROM: Tanya Batchelor, City Clerk
DATE: August 21, 2018
SUBJECT: Food Truck on City Property

BACKGROUND

Roger Keopple has requested permission to bring his food truck to Freedom Park when there is football practice during the week from now until October 31, 2018. He has a state mobile restaurant permit and will need to get a Direct Seller's Permit from the City as well. He would sell brats, hot dogs, hamburgers, barbeques, French fries and cheese curds. Roger would also like to have the fees waived for the Direct Seller's Permit. Our ordinances do not address food trucks on City property. Staff will develop a policy for food trucks and that will be on the September work session.

RECOMMENDATION

City Council has the authority to approve or deny the request to allow a food truck on City property and to waive the fees for the Direct Seller's Permit.